

SERFF Tracking Number:	WSFG-125428328	State:	Arkansas
Filing Company:	Westfield Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	080215ARCFWFFO		
TOI:	01.0 Property	Sub-TOI:	01.0001 Commercial Property (Fire and Allied Lines)
Product Name:	CL Property		
Project Name/Number:	Expanded Elite Endt/		

Filing at a Glance

Company: Westfield Insurance Company

Product Name: CL Property

TOI: 01.0 Property

Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Filing Type: Form

SERFF Tr Num: WSFG-125428328 State: Arkansas

SERFF Status: Closed

Co Tr Num: 080215ARCFWFFO

Co Status:

Author: Janet McDermott

Date Submitted: 01/11/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Disposition Date: 01/16/2008

Disposition Status: Approved

Effective Date (New): 02/15/2008

Effective Date (Renewal): 02/15/2008

Effective Date Requested (New): 02/15/2008

Effective Date Requested (Renewal): 02/15/2008

State Filing Description:

General Information

Project Name: Expanded Elite Endt

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 01/16/2008

State Status Changed: 01/16/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

On behalf of the Westfield Insurance Company, a subscriber to Insurance Services Office, we wish to file a new endorsement to be effective for all policies on or after February 15, 2008.

The Westfield Insurance Company does not consider this filing to be excessive, inadequate, nor unfairly discriminatory.

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Product Name: CL Property
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Company and Contact

Filing Contact Information

Janet McDermott, Production Specialist janetmcdermott@westfieldgrp.com
One Park Circle (800) 243-0210 [Phone]
Westfield Center, OH 44251-5001

Filing Company Information

Westfield Insurance Company CoCode: 24112 State of Domicile: Ohio
One Park Circle Group Code: 228 Company Type: P & C
P.O. Box 5001
Westfield Center, OH 44251-5001 Group Name: State ID Number:
(800) 243-0210 ext. [Phone] FEIN Number: 34-6516838

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes
Fee Explanation: 1 form
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Westfield Insurance Company	\$50.00	01/11/2008	17458784

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<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>CL Property</i>		
<i>Project Name/Number:</i>	<i>Expanded Elite Endt/</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/16/2008	01/16/2008

SERFF Tracking Number: *WSFG-125428328*

State: *Arkansas*

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State Tracking Number: *EFT \$50*

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TOI: *01.0 Property*

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Lines)*

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Project Name/Number: *Expanded Elite Endt/*

Disposition

Disposition Date: 01/16/2008

Effective Date (New): 02/15/2008

Effective Date (Renewal): 02/15/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Commercial Property Expanded Elite Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Commercial Property Expanded Elite Endorsement	CP70 82	0208	Endorsement New nt/Amendment/Conditions		0.00	CP_7082_0208.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL PROPERTY EXPANDED ELITE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME COVERAGE FORMS
CAUSES OF LOSS - SPECIAL FORM

BUILDING AND PERSONAL PROPERTY COVERAGE FORM AMENDMENTS

The following is added to **A. Coverage 1. Covered Property a. Building:**

(6) Foundations of buildings.

Item **g.** is deleted from **A. Coverage 2. Property Not Covered.**

In Section **A. Coverage**, the references to 100 feet are changed to read 1,000 feet in the following paragraphs:

1.a.(5)(b) Building;
1.b. Business Personal Property;
1.c.(2) Personal Property of Others; and
5. Coverage Extensions

Under **A. Coverage, 4. Additional Coverages a. Debris Removal** the limit is increased from \$10,000 to \$25,000.

Under item **A. Coverage, 4. Additional Coverages c. Fire Department Service Charge** the limit of coverage is increased to \$10,000.

Under item **A. Coverage, 4. Additional Coverages d. Pollutant Clean Up and Removal** paragraph two (2) is deleted and the limit of coverage is increased to \$50,000.

The following items are added under **A. Coverage, 4. Additional Coverages:**

g. Fire Extinguisher Recharge Expense

We will pay the cost to recharge or replace your fire extinguishers, whichever is less, when they are discharged as a result of fighting a fire caused by a Covered Cause of Loss, on or within 1,000 feet of your described premises.

The most we will pay under this Additional Coverage is \$5,000.

No deductible applies to this Additional Coverage.

h. Lock Replacement

We will pay the cost to repair the door locks or tumblers of your described premises due to "theft" of your door keys.

The most we will pay under this Additional Coverage is \$2,500.

No deductible applies to this Additional Coverage.

"Theft" means any act of stealing. "Theft" does not mean mysterious or unexplained disappearance of property.

i. Arson Reward

We will pay up to \$10,000 as a reward for information which leads to an arson conviction in connection with a fire loss to property covered under this policy. Regardless of the number of persons involved in providing information, the limit of our liability under this Additional Coverage shall not be increased.

No deductible applies to this Additional Coverage.

Under item **A. Coverage, 5. Coverage Extensions a. Newly Acquired Or Constructed Property (1) Buildings** the most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

Under item **A. Coverage, 5. Coverage Extensions a. Newly Acquired Or Constructed Property (2) Your Business Personal Property** the most we will pay for loss or damage under this Extension is \$500,000 at each building.

Under item **A. Coverage, 5. Coverage Extensions a. Newly Acquired Or Constructed Property (3) Period Of Coverage** (b) is amended to read 180 days expire after you acquire or begin to construct the property; or

Under item **A. Coverage, 5. Coverage Extensions b. Personal Effects and Property of Others** item (2) is amended to read:

(2) Personal Property of others in your care, custody or control while anywhere within the coverage territory.

The most we will pay for loss or damage under this Extension is \$50,000 at each described premises. We will not pay more than \$2,500 to any one person in any one loss. Our payment for loss or damage to personal property of others will only be for the account of the owner of the property.

Under item **A. Coverage, 5. Coverage Extensions c. Valuable Papers and Records - (Other Than Electronic Data) (4)** the most we will pay for loss or damage under this Extension is \$50,000 at each described premises, unless a higher limit is shown in the Declarations.

Under item **A. Coverage, 5. Coverage Extensions d. Property Off-Premises** the most we will pay for loss or damage under this Extension is \$25,000, but not more than \$5,000 per salesperson.

Under item **A. Coverage, 5. Coverage Extensions e. Outdoor Property** the most we will pay for loss or damage under this Extension is \$10,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence. But if loss or damage occurs to outdoor signs (other than signs attached to buildings) and is not otherwise covered, we will pay up to \$10,000 for all other Covered Causes of Loss.

The following items are added to **A. Coverage, 5. Coverage Extensions**:

g. Accounts Receivable

You may extend the insurance that applies to your Business Personal Property to apply to:

- (1) All sums due you from customers if you are not able to collect due to direct loss or damage to the records of the accounts receivable;
- (2) Interest charged on a loan obtained by you to offset impaired collections of accounts receivable due to such direct loss or damage;
- (3) Increased collection costs as a result of such direct loss or damage; or
- (4) Other reasonable expenses that you incur to reestablish the records of your accounts receivable;

that result from Covered Causes of Loss to your records of accounts receivable.

This insurance applies to accounts receivable while:

- (1) On premises scheduled in the declarations of this policy;
- (2) While being conveyed outside the premises; or
- (3) While temporarily at other premises for any reason except storage.

The most we will pay under this extension is \$50,000 at each described premises.

h. Property In Transit

You may extend the insurance provided by this Coverage Form to apply to your Covered Property (including property that is in the care, custody or control of your salespersons) in transit in or on a motor vehicle you own, lease or operate while between points within the coverage territory and more than 1,000 feet from the described premises. Loss or damage must be caused by or result from one of the following Covered Causes of Loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion or vandalism;
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed;
- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry;
- (4) Flood; or
- (5) Earthquake.

The coverage provided under this Extension replaces coverage provided under any other additional coverage extension applying to property in transit. The most we will pay for loss or damage under this Extension is \$50,000 per occurrence.

i. Power Interruption

You may extend the insurance provided for Covered Property to apply to loss or damage caused by interruption of electric power supply services to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:

- (1) Utility generating plants;
- (2) Switching stations or substations;
- (3) Transformers; and
- (4) Transmission lines, other than overhead transmission lines.

This Coverage Extension is not subject to the terms of the Utility Services Exclusion to the extent that such exclusion would conflict with the provisions of this Coverage Extension.

The most we will pay under this Extension is \$50,000.

j. Extra Expense

We will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property at the described premises, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from a Covered Cause of Loss.

Extra Expense means expense incurred:

- (1) To avoid or minimize the suspension of business and to continue "operations":
 - (a) At the described premises; or
 - (b) At replacement premises or at temporary locations, including:
 - (i) Relocation expenses; and
 - (ii) Costs to equip and operate the replacement or temporary locations;
- (2) To minimize the suspension of business if you cannot continue "operations"; or
- (3) (a) To repair or replace any property; or
- (b) To research, replace or restore the lost information on damaged valuable papers and records;

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

We will only pay for Extra Expense that occurs after the date of direct physical loss or damage. The most we will pay for loss or damage under this Extension is \$50,000.

"Operations" means your business activities occurring at the described premises.

"Period of Restoration" means the period of time that:

- (1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
- (2) Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of Restoration" does not include any increased period required due to the enforcement of any law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Regulates the prevention, control, repair, clean-up or restoration of environmental damage.

The expiration date of this policy will not cut short the "period of restoration."

k. Back Up of Sewers or Drains

You may extend the insurance provided by this Coverage Part to apply to loss or damage to your Covered Property caused by;

- (1) Water that backs up through sewers, drains or sump; or
- (2) Subsurface water that enters into and overflows from within a:
 - (a) Sump pump;
 - (b) Sump pump well; or
 - (c) Other type system;designed to remove subsurface water from the foundation area.

The most we will pay for loss or damage under this Extension is \$25,000 per any one occurrence including Business Income.

l. Credit Card Invoices

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Sums owed you from grantors of credit provided you are unable to collect from them due to direct loss or damage to your credit card invoice records;
- (2) Increased collection costs as a result of such direct loss or damage; or
- (3) Other reasonable expenses that you incur to reestablish your records of credit card invoices following such direct loss or damage;

that results from a Covered Cause of Loss to your records of credit card invoices.

This insurance applies to credit card invoices while:

- (1) On premises scheduled in the Declarations of this policy;

- (2) While being conveyed outside the premises; or
- (3) While temporarily at other premises for any reason except storage.

The most we will pay for loss or damage under this Extension is \$1,000 at each described premises.

m. Loss of Food in a Refrigerator or Freezer

You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to food stored in a refrigerator or freezer, on the described premises, but only if such loss or damage is caused by or results from:

- (1) Breakdown or Contamination; meaning:
 - (a) Change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; and
 - (b) Contamination by the refrigerant.
- (2) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

We will not pay for loss or damage caused by or resulting from:

- (1) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
- (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
- (3) The inability of any electrical utility company or other power source to provide sufficient power due to:
 - (a) Lack of fuel; or
 - (b) Governmental order; or
- (4) The inability of any power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

The most we will pay for loss or damage under this Extension is \$1,000 at each described premises.

n. Inventory and Appraisals

You may extend the insurance provided for Covered Property to apply to the cost of any inventory or appraisal that we require when loss or damage occurs to Covered Property.

The most we will pay under this Extension is \$10,000.

o. Computer Coverage

You may extend the insurance that applies to your Business Personal Property to apply to "Computer Equipment", "Media", "Data", and "Computer Programs". We will cover "computer equipment", "media", "data", and "computer programs", which you own, lease or rent from others or that are in your care, custody or control. We will pay the replacement cost of reproducing lost or accidentally erased "data", "computer programs", documentation and source materials provided you actually replace or reproduce them.

This extension does not apply to:

- (1) Property you lease or rent to others while it is away from the described premises;
- (2) Any "data" or "media" which cannot be replaced with others of like kind or quality; or
- (3) Accounts, bills, evidence of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents, except as they may be converted to "data" processing "media" form, and then only in that form.

The most we will pay for loss or damage under this Extension is \$100,000.

A sublimit of \$5,000 applies to laptop/portable computers and their software while away from the premises.

p. Glass

You may extend the insurance provided by this Coverage Form to apply to glass, other than glass that is part of the building, at a premises described in the Property Declarations, caused by or resulting from any Covered Cause of Loss.

The most we will pay for loss or damage under this Extension is \$5,000.

q. Deferred Payments

You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to personal property you have sold on an installment or other deferred payment basis after it has been accepted by the customer.

The most we will pay for loss or damage under the Extension is \$50,000.

r. Changes In Temperature

You may extend the insurance to apply to direct physical loss or damage to Covered Property caused by changes or extremes in temperature or humidity.

The most we will pay for loss or damage under this Extension is \$50,000.

s. Non-Owned Detached Trailers

(1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

- (a) The trailer is used in your business;
- (b) The trailer is in your care, custody or control at the premises described in Declarations; and
- (c) You have contractual responsibility to pay for loss or damage to the trailer

(2) We will not pay for any loss or damage that occurs:

- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
- (b) During hitching or unhitching operations or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.

(4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance. The Additional Condition, Coinsurance, does not apply to these Extensions.

E. Loss Conditions, is amended as follows:

The 31% provision of item 6.a.(1)(b) of the Vacancy condition is amended to read 11%.

The following is added to **7. Valuation**:

f. Brands and Labels

If your stock is damaged you have the following two options when you

do not want to sell your damaged stock under your brand or label even though the damaged stock had a salvage value:

- (1) Remove the brand or label and relabel the stock to comply with the law; or
- (2) Label the damaged stock as salvage but, in doing so, cause no further damage to the damaged stock.

We will pay the cost of removing and relabeling your stock.

In either case, we will pay the difference between:

- (1) The salvage value of the damaged stock with the brand and label attached; and
- (2) The salvage value for the damaged stock with the brand and label removed.

g. "Data"

We will figure your loss to be the actual cost of reproducing the data, provided you actually replace or reproduce it. This includes computer programs, but not media.

h. "Media"

We will figure your loss to be the actual cost of repairing or replacing the media with material of the same kind or quality.

G. Optional Coverages, Section 3.b.(1)

Personal property of others is deleted when the Replacement Cost option is selected.

H. Definitions

- 1. "Computer Equipment" means a network of machine components capable of accepting information, processing it according to plan and producing the desired results. It includes air conditioning, fire protection equipment and electrical equipment used exclusively in your computer operations.
- 2. "Data" means facts, concepts or instructions, including computer programs, which are converted to a form usable to your data processing operations.
- 3. "Media" means material on which data are recorded.
- 4. "Computer Programs" means data used to direct computer equipment including diagrams or other records which can be used to reproduce programs.

BUSINESS INCOME COVERAGE FORMS AMENDMENT

Under Item **6.c.(2) Coverage Extension** of **A. Coverage** is amended to read as follows:

180 days expire after you acquire or begin to construct the property; or

CAUSES OF LOSS - SPECIAL FORM AMENDMENT

Under **B. Exclusions, 4. Special Exclusions**, item **a. (1)** is deleted and replaced by the following.

- (1)** Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.
- (2)** But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	01/16/2008
Comments:				
Attachment:				
Transmittal Doc.pdf				

Property & Casualty Transmittal Document

<div> <div>1 . Reserved for Insurance Dept. Use Only</div> </div>	<div>2. Insurance Department Use only</div>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

[illegible]

5.	Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
7.	Signature of authorized filer				
8.	Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)				
10.	Sub-Type of Insurance (Sub-TOI)				
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)				
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14.	Effective Date(s) Requested	New:		Renewal:	
15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16.	Reference Organization (if applicable)				
17.	Reference Organization # & Title				
18.	Company's Date of Filing				
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1